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Attorneys for Plaintiff Cal-York Real Estate Holdings, LLC

FILED
Superior Court of California
County of Los Angeles

10/06/2023

David W. Slayton, Executive Officer / Clerk of Court

By: B. Byers Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CAL-YORK REAL ESTATE
HOLDINGS, LLC, a California limited
liability company,

Plaintiff,

vs.

B.D.O.G. INC., a California corporation;
WJK Development Co., dba WJK
CONSTRUCTION AND
DEVELOPMENT LLC, a California
corporation; BO-K Contracting Inc., a
California corporation; Brian Prince, an
individual; Warren Techentin, an
individual; Masoud Dejban, an individual;
Serge Vazgen Adamian, an individual;
Kourosh Dan Daneshfar, an individual;
Caro Jolfaie Minas, an individual; 1920
Whitley LLC, a California Limited
Liability Company, and DOES 1 - 50,
inclusive,

Defendants.

CASE NO. 23STCV14571

FIRST AMENDED COMPLAINT FOR:

1. NEGLIGENCE
2. TRESPASS TO LAND
3. PRIVATE NUISANCE
4. VIOLATION OF CALIFORNIA CIVIL CODE
SECTION 832
5. NEGLIGENT RETENTION AND
SUPERVISION

DEMAND FOR JURY TRIAL

1 Plaintiff CAL-YORK REAL ESTATE HOLDINGS, LLC, a California limited liability company
2 (“Plaintiff” or “Cal-York”) hereby alleges as follows against defendants B.D.O.G., INC., a California
3 corporation (“BDOG”); WJK DEVELOPMENT CO, dba WJK CONSTRUCTION AND
4 DEVELOPMENT LLC, a California Corporation (WJK”); BO-K Contracting Inc., a California
5 corporation (“BO-K”); Brian Prince, and individual (“Prince”); 1920 Whitley LLC (“1920 Whitley
6 LLC”), a California limited liability company; and DOES 1 through 50, inclusive (collectively,
7 “Defendants”):

8 **NATURE OF THIS ACTION**

9 1. This dispute arises from construction related services performed by Defendants at certain
10 real property located at 1920 Whitley Avenue, Los Angeles, CA 90068 (the “Whitley Ave. Property”),
11 owned by 1920 Whitley LLC. Defendants’ respective acts in connection with their performance of such
12 construction related services at the Whitley Ave. Property led to extensive damage to neighboring real
13 property located at 1917 Grace Avenue, Los Angeles, CA 90068 (the “Grace Ave. Property”), owned
14 by Plaintiff.

15 **THE PARTIES**

16 2. Plaintiff is, and was at all relevant times herein, a California limited liability company
17 located within and transacting within the State of California, County of Los Angeles. Plaintiff is the
18 owner of the Grace Ave. Property.

19 3. 1920 Whitley LLC is, and at all relevant times herein was, a California limited liability
20 company located within and transacting within the State of California, County of Los Angeles. Plaintiff
21 is informed and believes and thereon alleges that 1920 Whitley LLC is the owner of the Whitley Ave.
22 Property. As alleged further herein, Plaintiff is informed and believes that 1920 Whitley LLC caused
23 construction services to be performed at the Whitley Ave. Property.

24 4. BDOG is, and at all relevant times herein was, a California corporation located within
25 and transacting within the State of California, County of Los Angeles. Plaintiff is informed and believes
26 and thereon alleges that BDOG is a project applicant and developer of the construction project ongoing
27 at the Whitley Ave. Property. As alleged further herein, Plaintiff is informed and believes that BDOG
28 caused construction services to be performed at the Whitley Ave. Property.

1 5. Plaintiff is informed and believes, and thereon alleges, that Prince is, and at all relevant
2 times herein was, residing in the State of California, County of Los Angeles. Plaintiff is further
3 informed and believes, and thereon alleges, that Prince is an owner, officer, and/or managing agent of
4 BDOG and an owner, officer, and/or managing member of 1920 Whitley LLC. Plaintiff is further
5 informed and believes, and thereon alleges, that Prince is a project applicant and developer of the
6 construction project ongoing at the Whitley Ave. Property. As alleged further herein, Plaintiff is
7 informed and believes that Prince caused construction services to be performed at the Whitley Ave.
8 Property.

9 6. WJK is, and at all relevant times herein was, a California corporation located within and
10 transacting within the State of California, County of Los Angeles. Plaintiff is informed and believes
11 and thereon alleges that WJK is a contractor who regularly performs construction service at properties
12 located in the County of Los Angeles, State of California. As alleged further herein, Plaintiff is informed
13 and believes that WJK is the general contractor on the construction project ongoing at the Whitley Ave.
14 Property and performed construction services and/or caused construction services to be performed at
15 the Whitley Ave. Property as part of its ordinary course of business.

16 7. BO-K is, and at all relevant times herein was, a California corporation located within
17 and transacting within the State of California, County of Los Angeles. Plaintiff is informed and believes
18 and thereon alleges that BO-K is a contractor who regularly performs construction service at properties
19 located in the County of Los Angeles, State of California. As alleged further herein, Plaintiff is informed
20 and believes that BO-K is the shoring and excavation contractor on the construction project ongoing at
21 the Whitley Ave. Property and performed construction services and/or caused construction services to
22 be performed at the Whitley Ave. Property.

23 8. Plaintiff is further informed and believes, and based thereon alleges, that each of the
24 Defendants, in addition to acting for himself, herself, itself and/or on his, her, or its behalf, individually,
25 is, and at all relevant times was, acting as the employee, supervisor, manager, agent, joint venturer,
26 director, principal, representative of and with the knowledge, consent and permission of each of the
27 remaining Defendants and within the course, scope and authority of said agency, service, employment
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1 and/or representation. Plaintiff is further informed and believes that the acts, omissions and conduct of
2 each such defendant was authorized, ratified and/or approved of by each of the other Defendants herein.

3 9. Plaintiff is presently unaware of the true names and capacities (whether individual,
4 corporate, associate, or otherwise) of defendants sued herein as Does 1 through 50, inclusive, or each
5 of them but will seek leave of Court to amend this Complaint to show their true names and identities if
6 and when their true names and capacities are ascertained. Plaintiff is informed and believes that each of
7 the fictitiously named Defendants are responsible in some manner for the occurrences alleged herein
8 and that Plaintiff's damages as alleged herein were proximately caused by such Defendants.

9 **ALTER EGO ALLEGATIONS BETWEEN PRINCE AND BDOG**

10 10. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, there existed a unity of interest, ownership and control between BDOG, on the one hand,
12 and Prince, on the other, such that any individuality or separateness between BDOG and Prince has
13 ceased. Plaintiff is informed and believes, and thereon alleges, that BDOG is the alter ego of Prince in
14 that:

15 a. BDOG is, and at all times here mentioned was, a mere shell, instrumentality, and
16 conduit through which Prince carried on his business in the name of BDOG while exercising complete
17 control and dominance over BDOG, its business and assets to such an extent that any individuality or
18 separateness between BDOG and Prince, at all times herein mentioned, did not exist.

19 b. BDOG was conceived, intended, and used by Prince as a device to avoid
20 individual liability and for the purpose of substituting a financially insolvent entity in his place while
21 maximizing his profits and minimizing his costs at the expense of his clients and at the expense of the
22 health and safety of the community, including Plaintiff. BDOG is, and at all times herein mentioned
23 was, so inadequately capitalized that its capitalization was illusory and trifling.

24 c. Prince does, and at all relevant times did, derive actual and significant monetary
25 benefits by and through BDOG'S unlawful conduct, and by using BDOG as a funding source for his
26 own personal expenditures.

27 d. Prince transferred BODG assets to himself and/or others, and/or placed liens on
28 the assets of BDOG to protect BDOG and its assets from known creditors in violation of the law.

1 e. BDOG is, and at all times herein mentioned was, controlled, dominated and
2 operated by Prince as his individual business and alter ego, in that the activities and business of BDOG
3 was carried out without holding annual meetings; no records of minutes of any proceedings or written
4 resolutions were maintained.

5 f. Prince is the sole officer of BDOG.

6 11. Adherence to the fiction of the separate existence of BDOG as an entity distinct Prince
7 would permit an abuse of the corporate privilege and would sanction fraud, promote injustice and
8 otherwise aid in the commission of unlawful conduct. This is true because, Plaintiff is informed and
9 believes, and thereon alleges, that BDOG is, and at all times herein mentioned was, commingling its
10 assets with Prince's in a manner that allowed BDOG and Prince to utilize and freely transfer those
11 assets amongst themselves. The commingling of assets and conduct of business by Prince through this
12 shell entity (BDOG) was intended, amongst other things, to allow Prince to avoid any liability related
13 to the injury Plaintiff suffered. The corporate existence of BDOG should be disregarded in equity and
14 for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff.

15 12. Plaintiff is further informed, believes and thereon alleges, that the actions and omissions
16 of BDOG that serve as the basis for this complaint were undertaken jointly and with the consent,
17 conspiracy, cooperation, and joint participation of Prince.

18 **ALTER EGO ALLEGATIONS BETWEEN PRINCE AND 1920 WHITLEY LLC**

19 13. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned,
20 there existed a unity of interest, ownership and control between 1920 Whitley LLC, on the one hand,
21 and Prince, on the other, such that any individuality or separateness between 1920 Whitley LLC and
22 Prince has ceased. Plaintiff is informed and believes, and thereon alleges, that 1920 Whitley LLC is
23 the alter ego of Prince in that:

24 a. 1920 Whitley LLC is, and at all times here mentioned was, a mere shell,
25 instrumentality, and conduit through which Prince carried on his business in the
26 name of 1920 Whitley LLC while exercising complete control and dominance over
27 1920 Whitley LLC, its business and assets to such an extent that any individuality or
28 separateness between 1920 Whitley LLC and Prince, at all times herein mentioned,

1 did not exist.

- 2 b. 1920 Whitley LLC was conceived, intended, and used by Prince as a device to avoid
3 individual liability and for the purpose of substituting a financially insolvent entity
4 in his place while maximizing his profits and minimizing his costs at the expense of
5 his clients and at the expense of the health and safety of the community, including
6 Plaintiff. 1920 Whitley LLC is, and at all times herein mentioned was, so
7 inadequately capitalized that its capitalization was illusory and trifling.
- 8 c. Prince does, and at all relevant times did, derive actual and significant monetary
9 benefits by and through 1920 Whitley LLC's unlawful conduct, and by using 1920
10 Whitley LLC as a funding source for his own personal expenditures.
- 11 d. Prince transferred 1920 Whitley LLC assets to himself and/or others, and/or placed
12 liens on the assets of 1920 Whitley LLC to protect 1920 Whitley LLC and its assets
13 from known creditors in violation of the law.
- 14 e. 1920 Whitley LLC is, and at all times herein mentioned was, controlled, dominated
15 and operated by Prince as his individual business and alter ego, in that the activities
16 and business of 1920 Whitley LLC was carried out without holding annual meetings;
17 no records of minutes of any proceedings or written resolutions were maintained.
- 18 f. Prince is the only member of 1920 Whitley LLC.

19 14. Adherence to the fiction of the separate existence of 1920 Whitley LLC as an entity
20 distinct Prince would permit an abuse of the corporate privilege and would sanction fraud, promote
21 injustice and otherwise aid in the commission of unlawful conduct. This is true because, Plaintiff is
22 informed and believes, and thereon alleges, that 1920 Whitley LLC is, and at all times herein
23 mentioned was, commingling its assets with Prince's in a manner that allowed 1920 Whitley LLC and
24 Prince to utilize and freely transfer those assets amongst themselves. The commingling of assets and
25 conduct of business by Prince through this shell entity (1920 Whitley LLC) was intended, amongst
26 other things, to allow Prince to avoid any liability related to the injury Plaintiff suffered. The corporate
27 existence of 1920 Whitley LLC should be disregarded in equity and for the ends of justice because
28 such disregard is necessary to avoid fraud and injustice to Plaintiff.

15. Plaintiff is further informed, believes and thereon alleges, that the actions and omissions of 1920 Whitley LLC that serve as the basis for this complaint were undertaken jointly and with the consent, conspiracy, cooperation, and joint participation of Prince.

BACKGROUND ALLEGATIONS

16. The Grace Ave. Property is a multi-unit apartment complex owned by Plaintiff. Various tenants reside at the Grace Ave. Property and pay rent to Plaintiff.

17. The Whitley Ave. Property is the Grace Ave. Property's west-side neighbor, abutting the Grace Ave. Property immediately to its rear.

18. Plaintiff is informed and believes, and thereon alleges, that Defendants are working on an ongoing construction and development project at the Whitley Ave. Property (the “Project”). The Project consists of demolition of an existing multi-unit residential building and construction of a new multi-unit residential building, with an added subterranean parking garage.

19. Plaintiff is informed and believes, and thereon alleges, that throughout the Project, Defendants have performed improper and negligent shoring, excavation, and pile driving along the property line between the Whitley Ave. Property and the Grace Ave. Property, including the complete removal of a retaining wall between the Grace Ave. Property and the Whitley Ave. Property.

20. Plaintiff is informed and believes, and thereon alleges, that Defendants did not provide proper notice to Plaintiff regarding the true extent and depth of the exaction before it was performed.

21. Plaintiff is further informed and believes, and thereon alleges, that Defendants implemented an improper water management system during the construction.

22. Plaintiff is informed and believes, and thereon alleges, that due to the improper and negligent construction activities performed by Defendants, as described herein, the Grace Ave. Property has suffered serious damage, including but not limited to: (1) consolidation and displacement of the bearing soils of the Grace Ave Property's rear parking lot area, which has in turn led to settlement, cracks, and craters throughout the parking lot area; (2) damage and disturbance to the foundation of the building located on the Grace Ave Property; (3) damage to and poor performance of the drainage systems and surfaces of the Grace Ave Property; and (4) damage to retaining walls and fences on the Grace Ave. Property.

23. The damage to the Grace Ave. Property detailed herein has endangered the safety of Plaintiff, the tenants residing at the property, and all people visiting the property.

FIRST CAUSE OF ACTION

(For Negligence by Plaintiff against all Defendants)

24. Each and every allegation set forth in the preceding paragraphs is incorporated herein by this reference with the same effect as if realleged herein.

25. Upon information and belief, Defendants, and each of them, designed, planned, controlled, managed, supervised, and provided materials and labor for the Project.

26. Defendants owed a duty of reasonable care to Plaintiff, the owner of the property directly abutting Whitley Ave. Property, to plan, manage, and conduct the Project in a reasonably workmanlike manner as contractors and property owners in similar circumstances would, and to avoid reasonably foreseeable injury to Plaintiff.

27. Defendants breached their duties by failing to use reasonable care in planning, managing, and conducting the construction on the Whitley Ave. Property, including but not limited to by performing improper shoring, excavation, pile driving, removal of retaining wall, and implementation of water management system.

28. The construction was performed so haphazardly and carelessly so as to allow severe damage to Grace Ave. Property's parking lot, foundation, drainage systems and surfaces, and retaining walls and fences.

29. Defendants acted with a lack of any care, or an extreme departure from what a reasonably careful person would do in the same situation, to prevent harm to oneself or to others, to the point of gross negligence.

30. Defendants' breaches directly and proximately caused Plaintiff's harm, which includes, but is not limited to property damage to the Grace Ave. Property, costs of repair, loss of income, and loss of use in an amount to be proven at trial, but no less than \$500,000.

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1 **THIRD CAUSE OF ACTION**

2 **(For Private Nuisance to Land by Plaintiff against all Defendants)**

3 37. Each and every allegation set forth in the preceding paragraphs is incorporated herein by
4 this reference with the same effect as if realleged herein.

5 38. Beginning from about 2013 and up through present, Plaintiff occupied and/or controlled
6 the Grace Ave. Property.

7 39. Defendants, by acting or failing to act as described in the preceding paragraphs,
8 including but not limited to improper shoring, excavation, pile driving, removal of retaining wall, and
9 implementation of water management system, created a condition or permitted a condition to exist on
10 Plaintiff's property that was harmful to health, was indecent or offensive to the senses, was an
11 obstruction to the free use of property as to interfere with the comfortable enjoyment of life or property,
12 and created a hazard that endangered life, health, and safety. Such conditions include but are not limited
13 to damage to the Grace Ave. Property's parking lot, foundation, drainage systems and surfaces, and
14 retaining walls and fences. Such harms extend to Plaintiff as well as its tenant and anyone entering its
15 property.

16 40. Plaintiff did not consent to, and an ordinary person would be reasonably annoyed or
17 disturbed by, the conduct of Defendants as described herein.

18 41. Plaintiff sustained direct and proximate damages as a result of the respective acts of
19 Defendants in an amount to be proven at trial. Such damages include, but are not limited to, property
20 damage to the Grace Ave. Property, costs of repair, cost to abate nuisance, loss of income, and loss of
21 use in an amount to be proven at trial, but no less than \$500,000.

22 42. The seriousness of the harm suffered by Plaintiff outweighs any public benefit of
23 Defendants' conduct.

24 43. Defendants acted with willful and knowing disregard for the rights and safety of Plaintiff
25 as well as those living at and visiting the Grace Ave Property. Defendants had knowledge of the
26 probable dangerous consequences of their actions, including but not limited to cracks throughout the
27 surface of the parking lot area and disturbance to the foundation of the building at the Grace Ave.
28 Property. Their deliberate, willful, and wanton failure to avoid those consequences constitutes

1 oppression, fraud, or malice under Civil Code section 3294. Consequently, Plaintiff prays for an award
2 of punitive damages and exemplary damages in an amount appropriate to punish or set an example of
3 Defendants, and each of them.

4 **FOURTH CAUSE OF ACTION**

5 **(Violation of Civil Code §832: Deprivation of Lateral Support Against all Defendants)**

6 44. Each and every allegation set forth in the preceding paragraphs is incorporated herein by
7 this reference with the same effect as if realleged herein.

8 45. As described above, the Whitley Ave. Property and the Grace Ave. Property are
9 adjoining lands.

10 46. Under the common law and California Civil Code section 832, every landowner has the
11 right to lateral and subjacent support which their land receives from the adjoining land.

12 47. California Civil Code section 832 places conditions on a landowner's right to make
13 excavations to its land, including giving proper notice of the depth and timing of the excavation to the
14 owner of adjoining lands, using ordinary care and skill in excavating, and taking reasonable precautions
15 to sustain adjoining lands.

16 48. Plaintiff is informed and believes, and thereon alleges, that in violation of California
17 Civil Code section 832, Defendants failed to give Plaintiff proper notice of the excavation performed
18 on the Project, particularly as to the true depth of the excavation.

19 49. Plaintiff is informed and believes, and thereon alleges, that in violation of California
20 Civil Code section 832, Defendants failed to use ordinary care and skill required to sustain Plaintiff's
21 adjoining land and failed to take reasonable precautions to ensure that no damage would be done to
22 Plaintiff's property by their excavation. The excavation made by Defendants has deprived Plaintiff's
23 property of the necessary lateral and subjacent support to sustain Plaintiff's property.

24 50. Plaintiff sustained direct and proximate damages as a result of Defendants' actions and
25 omissions in an amount to be proven at trial. Such damages include, but are not limited to, property
26 damage to the Grace Ave. Property, costs of repair, loss of income, and loss of use in an amount to be
27 proven at trial, but not less than \$500,000.
28

51. Defendants acted with willful and knowing disregard for the rights and safety of Plaintiff as well as those living at and visiting the Grace Ave Property. Defendants had knowledge of the probable dangerous consequences of their actions, including but not limited to cracks throughout the surface of the parking lot area and disturbance to the foundation of the building at the Grace Ave. Property. Their deliberate, willful, and wanton failure to avoid those consequences constitutes oppression, fraud, or malice under Civil Code section 3294. Consequently, Plaintiff prays for an award of punitive damages and exemplary damages in an amount appropriate to punish or set an example of Defendants, and each of them.

FIFTH CAUSE OF ACTION

(Negligent Retention and Supervision Against 1920 Whitley LLC, BDOG, Prince, and WJK)

52. Each and every allegation set forth in the preceding paragraphs is incorporated herein by this reference with the same effect as if realleged herein.

53. 1920 Whitley LLC, BDOG, Prince, and WJK owed a duty of reasonable care to Plaintiff to retain and supervise subcontractors in a reasonable manner as property owners and general contractors in similar circumstances would, and to avoid reasonably foreseeable injury to Plaintiff.

54. 1920 Whitley LLC, BDOG, Prince, and WJK breached that duty by failing to use reasonable care with respect to Plaintiff, as they retained incompetent workers and subcontractors, including shoring and excavation subcontractor BO-K, and failed to supervise these workers and subcontractors.

55. 1920 Whitley LLC, BDOG, Prince, and WJK knew or should have known of the ineptitude of these workers and its subcontractors, including shoring and excavation subcontractors.

56. The failures of 1920 Whitley LLC, BDOG, Prince, and WJK to use reasonable care constituted breaches of their duty owed to Plaintiff.

57. 1920 Whitley LLC, BDOG, Prince, and WJK acted with a lack of any care or an extreme departure from what a reasonably careful professional would do in the same situation to prevent harm to others, to the point of gross negligence.

58. 1920 Whitley LLC, BDOG's, Prince's, and WJK's breaches directly and proximately caused Plaintiff's harm, which includes, but is not limited to property damage to the Grace Ave. Property, costs of repair, loss of income, and loss of use in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully asks for the following relief:

For Causes of Action One and Five:

1. For general, special, and consequential damages according to proof, but not less than \$500,000;
2. For incidental damages according to proof;
3. For costs, prejudgment interest, and other damages according to proof;
4. For such other and further relief as the court may deem proper

For Causes of Action Two, Three, and Four:

1. For general, special, and consequential damages according to proof, but not less than \$500,000;
2. For incidental damages according to proof;
3. For punitive and exemplary damages in accordance with the jurisdiction of this court;
4. For costs, prejudgment interest, and other damages according to proof;
5. For such other and further relief as the court may deem proper.

Respectfully submitted,

DATED: October 6, 2023

NOVIAN & NOVIAN, LLP

By: /s/ Farhad Novian
FARHAD NOVIAN
ALEXANDER KANDEL
YASMINE NOVIAN
Attorneys for Plaintiff

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a trial by jury.

3
4 Respectfully submitted,

5 DATED: October 6, 2023

NOVIAN & NOVIAN, LLP

6 By: /s/ Farhad Novian
7 FARHAD NOVIAN
8 ALEXANDER KANDEL
9 YASMINE NOVIAN

10 Attorneys for Plaintiff
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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of eighteen
4 (18) and not a party to the within action; my business address is 1801 Century Park East, Suite 1201, Los
5 Angeles, California 90067.

6 On September 12, 2023, I served the foregoing document described as:

7 **FIRST AMENDED COMPLAINT**

8 on the interested parties in this action [xx] by placing [] the original and/or [xx] a true copy
9 thereof enclosed in a sealed envelope addressed as follows:

Jacob Zadeh JZ Law Group P.C. 1100 Glendon Ave, 15th Floor, Los Angeles, CA 90024 Jacob@JZLaw.Law <i>Attorney for BDOG Inc., Brian Prince, 1920 Whitley LLC</i>	Douglas Jacobs Jillisa O'Brien Mary Anne Gutierrez Law Office of Jillisa L. O'Brien, P.C. 2875 Michelle Drive, #220 Irvine, CA 92606 djacobs@obrien-law-pc.com jobrien@obrien-law-pc.com mgutierrez@obrien-law-pc.com <i>Attorney for WJK Development Co.</i>
Emmet E. Seltzer Lorber, Greenfield & Polito, LLP 142 Sansome Street, Suite 610, San Francisco, 94104 ESeltzer@lorberlaw.com <i>Attorney for BO-K Contracting Inc.</i>	

21 [XX] (BY E-SERVICE) I transmitted the above-referenced document(s) via electronic service to the
22 person(s) identified above at the email address(es) indicated and did not, within a reasonable time after
23 transmission, receive any message or communication indicating that delivery failed or that any other
24 error had occurred which would delay or cause failure in transmission and delivery of the document
and/or any attachments thereto.

25 [XX] (State) I declare under penalty of perjury under the laws of the State of California that the above is
26 true and correct.

27 Executed on September 12, 2023, at Los Angeles, California.

28 By: /s/ Cynthia Garcia
Cynthia Garcia